

## Particulars of a mortgage or charge

395

Please do not  
write in  
this margin

Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

\* insert full name  
of company

To the Registrar of Companies

For official use

Company number

472 C BR

1777777

Name of company

BRITISH AIRWAYS PLC

(the "Company")

Date of creation of the charge

7th February 1990

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Deed dated 7th February, 1990.

See Continuation Sheet 1 Page 1

Amount secured by the mortgage or charge

For the purposes of each of the entries below:-  
See Continuation Sheets 1 to 9 Page 2

Names and addresses of the mortgagees or persons entitled to the charge

National Westminster Bank PLC

See Continuation Sheet 1 Page 3

Postcode

PRINTED AND SUPPLIED BY

JORDAN'S  
JORDAN & SONS LIMITED  
10, ABINGDON  
BRISTOL PLACE  
LONDON W1A 1BB  
TELEPHONE 01-263 3030  
FAX 01-263 1010



Presenter's name address and  
reference (if any):

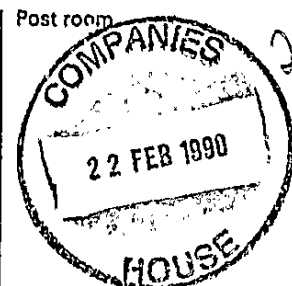
Norton Rose  
Kempson House  
Camomile Street  
LONDON EC3A 7AN  
Tel: 01 283 2434  
(Ref: EAF/57/P161396/3/37)

For official Use  
Mortgage Section

REGISTERED

22 FEB 1990

Post room



Short particulars of all the property mortgaged or charged

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

A. (Note - this relates to the property mortgaged or charged

See Continuation Sheets 1 to 14 Page 4

Particulars as to commission allowance or discount (note 3)

None

Signed

NC

~~File~~ Norton Rose

Date

7th February 1990

On behalf of ~~(company)~~ mortgagee/chargee†

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number

1777777

Name of company

BRITISH AIRWAYS PLC

(the "Company")

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Supplemental Deed (the "Supplemental Deed") dated 7th February, 1990 and made between the Company (1) NATIONAL WESTMINSTER BANK PLC (2) NATWEST AEROSPACE TRUST COMPANY LIMITED (formerly Chemical Bank Trustee Company Limited) (the "Security Trustee") (3) THE MITSUBISHI TRUST AND BANKING CORPORATION (the "Account Security Trustee") (4) RUBY AIRCRAFT LEASING AND TRADING LIMITED ("Ruby") (5) OPAL LEASING LIMITED ("Opal") (6) and THE BOEING COMPANY ("Boeing") (7)

PRINTED AND SUPPLIED BY

**Jordan's**

JORDAN & CO. LIMITED  
JORDAN HOUSE  
BURNINGWELL PLACE  
GROVE ROAD  
LEEDS LS1 3JG  
TELEPHONE 0113 253 3033  
TELEX 832630



For the purposes of each of the entries below:-

The "Beneficiaries" are all or any of the Lenders (being Chemical Bank (London Branch) ("Chemical"), The Mitsubishi Trust and Banking Corporation ("MTBC"), National Westminster Bank PLC ("NWB"), The Hong Kong and Shanghai Banking Corporation Limited, Barclays Bank PLC, Credit Lyonnais, The First National Bank of Chicago (London Branch) ("FNBC"), The Fuji Bank, Limited, The Long-Term Credit Bank of Japan, Ltd., Banque Nationale de Paris, The Dai-Ichi Kangyo Bank, Limited, The Industrial Bank of Japan, Limited, The Sanwa Bank Ltd., The Sumitomo Bank, Limited (London Branch), Swiss Bank Corporation, The Mitsubishi Bank, Ltd., The Mitsui Bank, Ltd., Rabobank Nederland, The Saitama Bank, Ltd., The Sumitomo Trust and Banking Co. Ltd., The Taiyo Kobe Bank, Limited and The Daiwa Bank Ltd. and the permitted transferee of a Lender and their respective successors in title), the Agent (being NWB, its successors in title or such other person as may be appointed as agent for the Lenders), the Paying Agent (being NWB, its successors in title or such other person as may be appointed as paying agent for the Lenders), the Account Security Trustee (being MTBC, its successors in title and any person succeeding to the office of Account Security Trustee), and the Managing Underwriters (being FNBC, MTBC and NWB and their respective successors in title)

"Second Supplemental Agreement" means the agreement entitled "Second Supplemental Agreement" dated 29th January 1990 made between (inter alios) the Company (1), Chemical, MTBC and NWB as Existing Managing Underwriters (2), Chemical (3), FNBC (4), the Lenders (5), NWB as the Lenders' Agent and the Lenders' Paying Agent (6), Chemical, FNBC, Household Finance Corporation, Mitsubishi Corporation, MTBC and NWB as Intermediate Support Providers (7), the Company, Boeing and Rolls-Royce plc as Principal Support Providers (8), Chemical as Retiring Intermediate Support Providers' Agent (9), FNBC as New Intermediate Support Providers' Agent (10), the Security Trustee (11), NWB as Intermediate Support Providers' Paying Agent ("ISP Paying Agent") (12), the Account Security Trustee (13), Ruby (14) and Opal (15).

"Third Supplemental Agreement" means the agreement entitled "Third Supplemental Agreement" dated 7th February 1990 made between the Company (1), the Managing Underwriters (2), the Lenders (3), the Lenders' Agent and the Lenders' Paying Agent (4), the Intermediate Support Providers (5), the Principal Support Providers (6), FNBC as the Intermediate Support Providers' Agent (7), the Security Trustee (8), the ISP Paying Agent (9), the Account Security Trustee (10), Ruby (11), Opal (12) and Boeing (13).

A. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.08 of the Supplemental Deed.)

See Continuation Sheet 2 Page 2

- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7671 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters, NWB as the Agent and as the Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
- (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the agreement, entitled "Supplemental Agreement" dated 21st July, 1989 made between (inter alios) the Company, the Original Managing Underwriters (being Chemical, MTBC and NWB), the Lenders, the Lenders' Agent, the Lenders' Paying Agent, the Intermediate Support Providers, the Principal Support Providers, the Original ISP Agent (being Chemical), the Security Trustee, the ISP Paying Agent, the Account Security Trustee, Ruby and Opal as amended and supplemented by the Second Supplemental Agreement (the "Ruby Supplemental Agreement"), (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented). The Specific BA Documents being (i) the Funding Facility Agreement dated 12th September, 1988 made between (inter alios) certain of the Lenders and the Company (the "Funding Facility Agreement"), (ii) the Intermediate Support Facility Agreement dated 12th September, 1988 (as amended by Supplemental Agreement No. 1 thereto also dated 12th September 1988) made between (inter alios) the Company, certain of the Lenders and the Intermediate Support Providers (the said Intermediate Support Facility Agreement as amended by the said Supplemental Agreement No. 1 being hereinafter referred to as the "Intermediate Support Agreement"), (iii) the Principal Support Facility Agreement No. 2 dated 12th September 1988 made between (inter alios) the Company and certain of the Lenders (as amended and supplemented by an Accession Agreement also dated 12th September 1988 and made between the parties to the said Principal Support Facility Agreement No.2, Boeing and Rolls-Royce plc) (the said Principal Support Facility Agreement No. 2 as amended and supplemented by the said Accession Agreement being hereinafter referred to as the "Principal Support Agreement No. 2") and (iv) such other BA Documents as relate to Ruby Aircraft (being the Boeing 767-336ER aircraft with manufacturers serial numbers 24333, 24334, 24335, 24336, 24337, 24338 and 24339) (the "Ruby Aircraft") being the Lease Agreements Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 (the "Lease Agreements") (Lease Agreement No. 7671 being hereinafter referred to as the "Lease No. 7671") dated 21st July, 1989 made between the Company and Ruby each such Lease Agreement relating to one of the Ruby Aircraft, a Purchase Agreement dated as of 3rd February, 1988 made between Boeing and the Company (as amended) insofar as the same relates to the Ruby Aircraft (the "Purchase Agreement"), the Novation Agreements Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 (the "Novation Agreement") (Novation Agreement No. 7671 being

hereinafter referred to as the "Novation Agreement No. 7671") dated 21st July, 1989 made between the Company, Ruby and Boeing, each BFE Agreement Nos. 7671, 7672, 7673, 7674, 7675, 7676 and 7677 (the "BFE Agreement") to be entered into between the Company and Ruby before delivery of each of the Ruby Aircraft, the BA First Security Assignments Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July, 1989 made between the Company, the Agent, the Paying Agent, the Account Security Trustee, Boeing and Ruby (the "BA First Security Assignments"), the BA Second Security Assignments Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July, 1989 made between the Company, the Paying Agent and Ruby (the "BA Second Security Assignments"), the BA Third Security Assignments Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July 1989 and made between the Company, the Agent, the Paying Agent, the Account Security Trustee, Boeing and Ruby (the "BA Third Security Assignments") (the BA First Security Assignments, the BA Second Security Assignments and the BA Third Security Assignments being hereinafter referred to as the "BA Security Assignments"), the Deeds of Priorities relating to BA Security Assignments Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July, 1989 made between the Company, the Agent, the Paying Agent, the Account Security Trustee and Ruby (the "Deeds of Priorities"), the Owner's Remarketing Agreements Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July, 1989 made between (inter alios) the Company, Ruby, the Managing Underwriters, the Intermediate Support Providers, Chemical as Agent, the Lenders' Paying Agent, the Security Trustee, the Lenders, the Agent and the Principal Support Providers (the "Remarketing Agreements"), the Deeds of Covenant and Indemnity Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 dated 21st July, 1989 and made between (inter alios) the Company, the Lenders, the Agent and Paying Agent, the Account Security Trustee and the Managing Underwriters (the "Deeds of Covenant and Indemnity"), the Standby Loan Agreements Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 (the "Standby Loan Agreements") (Standby Loan Agreement No. 7671 being hereinafter referred to as the "Standby Loan Agreement No. 7671") dated 21st July 1989 and made between (inter alios) the Company, Opal, the Lenders, the Managing Underwriters, the Lenders' Agent and the Lenders' Paying Agent, the Opal Support Agreements Nos. 7671, 7672, 7673, 7674, 7675, 7676, 7677 (the "Opal Support Agreements") (Opal Support Agreement No. 7671 being hereinafter referred to as the "Opal Support Agreement No. 7671") dated 21st July 1989 and made between (inter alios) the Company, Opal, the Lenders, the Managing Underwriters, the Intermediate Support Providers, Chemical as Agent, the Paying Agent, the Security Trustee, the Lenders' Agent, the Principal Support Providers, each Assignment of Insurances (the "Assignment of Insurances") to be entered into between Ruby and the Company on delivery of a Ruby Aircraft and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement.

- B. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.09 of the Supplemental Deed.)
- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7672 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters, the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
  - (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7672 being hereinafter referred to as the "Lease No. 7672"), the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7672 being hereinafter referred to as the "Novation Agreement No. 7672") each of the BFE Agreements the BA Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7672 being hereinafter referred to as the "Standby Loan Agreement No. 7672") the Opal Support Agreements (Opal Support Agreement No. 7672 being hereinafter referred to as the "Opal Support Agreement No. 7672") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

Continuation Sheet 5 Page 2

Please complete  
legibly, preferably  
in black type, or  
bold block letters

C. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.10 of the Supplemental Deed.)

- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7673 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
- (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7673 being hereinafter referred to as the "Lease No. 7673") the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7673 being hereinafter referred to as the "Novation Agreement No. 7673") each of the BFE Agreement the BA First Security Assignments, the BA Second Security Assignments, the BA Third Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7673 being hereinafter referred to as the "Standby Loan Agreement No. 7673") the Opal Support Agreements (Opal Support Agreement No. 7673 being hereinafter referred to as the "Opal Support Agreement No. 7673") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

See Continuation Sheet 6 Page 2



- D. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.11 of the Supplemental Deed.)
- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7674 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
- (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7674 being hereinafter referred to as the "Lease No. 7674") the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7674 being hereinafter referred to as the "Novation Agreement No. 7674") each of the BFE Agreement the BA First Security Assignments, the BA Second Security Assignments, the BA Third Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7674 being hereinafter referred to as the "Standby Loan Agreement No. 7674") the Opal Support Agreements (Opal Support Agreement No. 7674 being hereinafter referred to as the "Opal Support Agreement No. 7674") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

Continuation Sheet 7 Page 2

- E. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.12 of the Supplemental Deed.)
- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7675 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters, the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
  - (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7675 being hereinafter referred to as the "Lease No. 7675") the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7675 being hereinafter referred to as the "Novation Agreement No. 7675") the BA Second Security Assignments, the BA Third Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7675 being hereinafter referred to as the "Standby Loan Agreement No. 7675") the Opal Support Agreements (Opal Support Agreement No. 7675 being hereinafter referred to as the "Opal Support Agreement No. 7675") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

See Continuation Sheet 8 Page 2

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold block letters

Continuation Sheet 8 Page 2

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- F. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.13 of the Supplemental Deed.)
- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7676 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters, the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
- (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7676 being hereinafter referred to as the "Lease No. 7676") the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7676 being hereinafter referred to as the "Novation Agreement No. 7676") each of the BFE Agreement the BA First Security Assignments, the BA Second Security Assignments, the BA Third Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7676 being hereinafter referred to as the "Standby Loan Agreement No. 7676") the Opal Support Agreements (Opal Support Agreement No. 7676 being hereinafter referred to as the "Opal Support Agreement No. 7676") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

See Continuation Sheet 9 Page 2

Continuation Sheet 9 Page 2

Please complete  
legibly, preferably  
in black type, or  
bold block letters

- G. (Note - this entry relates to the amount secured by the Mortgage or charge created pursuant to Clause 3.14 of the Supplemental Deed.)
- (1) The Company's obligations under the BA Deed of Covenant and Indemnity No. 7677 (being a deed dated 21st July 1989 and made between (inter alios) the Company, the Managing Underwriters, the Agent and Paying Agent, the Account Security Trustee and the Lenders as amended and supplemented by (a) the Second Supplemental Agreement Third Supplemental Agreement and as the same may from time to time be further amended and supplemented.
  - (2) The Specific Secured Indebtedness owing to the Beneficiaries being at any time the amount owing (including where payable in order to fulfil an obligation to provide cash cover), whether actually or contingently, to the Beneficiaries (as referred to below) by the Company under the Specific BA Ruby Documents (each as amended and supplemented by (a) the Ruby Supplemental Agreement, (b) the Second Supplemental Agreement, (c) the Third Supplemental Agreement and (d) the Supplemental Deed and as the same may from time to time be further amended and supplemented) being (i) the Funding Facility Agreement, (ii) the Intermediate Support Facility Agreement, (iii) the Principal Support Facility Agreement No. 2 and (iv) such other BA Documents as relate to the Ruby Aircraft being the Lease Agreements (Lease Agreement No. 7677 being hereinafter referred to as the "Lease No. 7677") the Purchase Agreement, the Novation Agreements (Novation Agreement No. 7677 being hereinafter referred to as the "Novation Agreement No. 7677") each of the BFE Agreement the BA First Security Assignments, the BA Second Security Assignments, the BA Third Security Assignments, the Deeds of Priorities, the Remarketing Agreements, the Deeds of Covenant and Indemnity, the Standby Loan Agreements (Standby Loan Agreement No. 7677 being hereinafter referred to as the "Standby Loan Agreement No. 7677") the Opal Support Agreements (Opal Support Agreement No. 7677 being hereinafter referred to as the "Opal Support Agreement No. 7677") each of the Assignment of Insurances and any further documentation relating to the use and/or possession and/or remarketing of the Ruby Aircraft and/or constituting security or further security for the obligation of any of the parties to the Initial Transactional Documentation relating to the Ruby Aircraft as listed in Schedule 5 to the Ruby Supplemental Agreement or such further documentation and any other documents relating to the Ruby Aircraft which, from time to time, have been executed by the Company or a subsidiary of the Company which it is agreed should constitute Transactional Documentation for the purposes of the Funding Facility Agreement referred to above.

~~See Continuation Sheet 10 Page 2 NR~~

Please do not  
write in this  
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Continuation Sheet 1 Page 3

41 Lothbury, London EC2P 2BP as Agent and trustee for the Beneficiaries as defined herein (in respect of the property described at (2) under "short particulars of all the property mortgaged or charged").

The Mitsubishi Trust and Banking Corporation, 24 Lombard Street, London EC3V 9AJ as Account Security Trustee (in respect of the property described at (1) and (3) under "short particulars of all the property mortgaged or charged").

- A. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.08 of the Supplemental Deed).
- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7671" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
- (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
- (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7671, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7671, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7671 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7671, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7671, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7671 (the "Opal Mortgage No. 7671") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

Continuation Sheet 2 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7671, the Novation Agreement No. 7671, the Novated Purchase Agreement No. 7671, the Standby Loan Agreement No. 7671, the Opal Support Agreement No. 7671 and the Opal Mortgage No. 7671 (together being the "Assigned Documents No. 7671") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7671 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7671", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7671", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 3 Page 4

- B. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.09 of the Supplemental Deed).
- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7672" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
  - (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
    - (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7672, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7672, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7672 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7672, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7672, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7672 (the "Opal Mortgage No. 7672") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the



Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7672, the Novation Agreement No. 7672, the Novated Purchase Agreement No. 7672, the Standby Loan Agreement No. 7672, the Opal Support Agreement No. 7672 and the Opal Mortgage No. 7672 (together being the "Assigned Documents No. 7672") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7672 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7672", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7672", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 5 Page 4

Continuation Sheet 5 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block letters

- C. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.10 of the Supplemental Deed).
- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7673" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
  - (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
    - (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7673, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7673, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7673 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7673, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7673, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7673 (the "Opal Mortgage No. 7673") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the

See Continuation Sheet 6 Page 4

Continuation Sheet 6 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7673, the Novation Agreement No. 7673, the Novated Purchase Agreement No. 7673, the Standby Loan Agreement No. 7673, the Opal Support Agreement No. 7673 and the Opal Mortgage No. 7673 (together being the "Assigned Documents No. 7673") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7673 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7673", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7673", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 7 Page 4

Continuation Sheet 7 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

D. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.11 of the Supplemental Deed).

- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7674" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
- (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
  - (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7674, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7674, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7674 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7674, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7674, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7674 (the "Opal Mortgage No. 7674") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the

See Continuation Sheet 8 Page 4

Continuation Sheet 8 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7674, the Novation Agreement No. 7674, the Novated Purchase Agreement No. 7674, the Standby Loan Agreement No. 7674, the Opal Support Agreement No. 7674 and the Opal Mortgage No. 7674 (together being the "Assigned Documents No. 7674") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7674 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7674", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7674", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 9 Page 4

Continuation Sheet 9 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- E. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.12 of the Supplemental Deed).
- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7675" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
- (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
- (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7675, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7675, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7675 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7675, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7675, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7675 (the "Opal Mortgage No. 7675") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the

See Continuation Sheet 10 Page 4

Continuation Sheet 10 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7675, the Novation Agreement No. 7675, the Novated Purchase Agreement No. 7675, the Standby Loan Agreement No. 7675, the Opal Support Agreement No. 7675 and the Opal Mortgage No. 7675 (together being the "Assigned Documents No. 7675") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7675 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7675", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7675", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 11 Page 4

Continuation Sheet 11 Page 4

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

F. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.13 of the Supplemental Deed).

(1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7676" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).

(2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:

(i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7676, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7676, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7676 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7676, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7676, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7676 (the "Opal Mortgage No. 7676") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the

See Continuation Sheet 12 Page 4



Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7676, the Novation Agreement No. 7676, the Novated Purchase Agreement No. 7676, the Standby Loan Agreement No. 7676, the Opal Support Agreement No. 7676 and the Opal Mortgage No. 7676 (together being the "Assigned Documents No. 7676") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7676 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7676", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7676", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).

See Continuation Sheet 13 Page 4

- G. (Note - this relates to the property mortgaged or charged pursuant to Clause 3.14 of the Supplemental Deed).
- (1) In favour of the Account Security Trustee, all the Company's rights, title and interest in and to the BA Charged Account being the sterling denominated account with the Paying Agent in the name of the Company entitled "British Airways Plc - charged account re 767 Aircraft" having as the prefix to its account number "7677" and to the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payment therefrom).
- (2) In favour of the Lenders Agent, all the Company's rights title and interest present and future in and to, or arising under or in respect of:
- (i) all moneys whatsoever (including, without limitation, damages in respect of breach) payable to the Company under or in respect of the Lease No. 7677, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (including, without limitation, all rebates of rental, sales commissions, insurance moneys, proceeds of sale and requisition compensation), the Novation Agreement No. 7677, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, and the Novated Purchase Agreement No. 7677 (being the agreement, on the terms of the Purchase Agreement as amended by the Novation Agreement as created pursuant to Clause 2 of the Novation Agreement and as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, (excluding damages or compensation in respect of late delivery of the relevant aircraft) and under (or in respect of) Clauses 7.03(a)(xv) or 7.04(g) or 17 of the Opal Support Agreement No. 7677, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and as the same may from time to time be further amended and supplemented, or Clause 13 of the Standby Loan Agreement No. 7677, as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement as the same may from time to time be further amended and supplemented, (whether under the Opal Mortgage No. 7677 (the "Opal Mortgage No. 7677") (being a mortgage dated 21st July, 1989 made between Opal and Chemical Bank Trustee Company Limited (since renamed Natwest Aerospace Trust Company Limited) as amended and supplemented by the Second Supplemental Agreement (b) the Third Supplemental Agreement and (c) the

Supplemental Deed and as the same may from time to time be further amended and supplemented) or otherwise).

- (ii) all rights of the Company under or in respect of all and each of the Lease No. 7677, the Novation Agreement No. 7677, the Novated Purchase Agreement No. 7677, the Standby Loan Agreement No. 7677, the Opal Support Agreement No. 7677 and the Opal Mortgage No. 7677 (together being the "Assigned Documents No. 7677") (as amended and supplemented by (a) the Second Supplemental Agreement and (b) the Third Supplemental Agreement and (c) the Supplemental Deed and as the same may from time to time be further amended and supplemented), to the extent assigned in (2) above, to receive, and to enforce payment of, any monies which the Company is entitled to receive under any of such Assigned Documents No. 7677 as so amended and supplemented.
- (3) In favour of the Account Security Trustee, all the Company's rights, title and interest present and future in and to the Company's dollar denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Dollar Cross Security Account" having as the prefix to its account number, "7677", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom) and all the Company's rights, title and interests in and to the Company's sterling denominated deposit account with the Paying Agent entitled "British Airways Plc - 767 - Sterling Cross Security Account" having as the prefix to its account number, "7677", and the Deposit relating thereto (being all monies from time to time standing to the credit of such account together with all amounts of interest from time to time accruing in respect thereof, all rights, title and interest thereto and therein and all rights to receive payments therefrom).



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

*Pursuant to section 401(2) of the Companies Act 1985*

I hereby certify that a Supplemental Deed dated the 7th FEBRUARY 1990 and created by BRITISH AIRWAYS PLC for securing all moneys due or to become due from the Company and/or all or any of the other Companies named therein to NATIONAL WESTMINSTER BANK PLC and the other Lenders as defined therein under the terms of this Deed was registered pursuant to Chapter I Part XII of the Companies Act 1985, on the 22nd FEBRUARY 1990

Given under my hand at the Companies Registration Office,  
Cardiff the 6th MARCH 1990

No. 1777777

P. JONES

an authorized officer

Certificate and instrument received by

L.C.....

.....

Date 6/3/90 JK.....